

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JOHN A. RUSSO, an individual,

No. C 07-3401 MMC

Plaintiff,

**ORDER DENYING DEFENDANT ENOM,  
INC.'S REQUEST FOR DISMISSAL**

v.

NETWORK SOLUTIONS, INC., et al.,

Defendants.

Before the Court is defendant eNom, Inc.'s ("eNom") "Response to Network Solution, Inc.'s Motion to Dismiss," by which eNom seeks, in essence, dismissal of all claims asserted against eNom, based on a forum selection clause in the Domain Name Registration Agreement ("Agreement") entered into between plaintiff and defendant Network Solutions, Inc. ("NSI"). Plaintiff has filed opposition thereto.

Having read and considered the parties' respective submissions, the Court finds eNom has not shown good cause for the relief requested. In particular, eNom has failed to show it is either a signatory to the Agreement or stands in a position in any manner similar to that of the non-signatory parties in the cases on which eNom relies. See American Patriot Insur. Agency, Inc. v. Mutual Risk Management, Ltd., 364 F.3d 884, 889 (7th Cir. 2004) (applying forum selection clause to non-signatory "affiliates" of signatory to contract containing such clause, in action where contract containing such clause and contract on

1 which action based constituted “package”); Manetti-Farrow, Inc. v. Gucci America, Inc., 858  
2 F.2d 509, 514 n.5 (9th Cir. 1988) (applying forum selection clause to non-signatory Gucci  
3 entity where contract at issue constituted “ratification” of contract containing forum selection  
4 clause signed by another Gucci entity).

5 Accordingly, eNom’s request for dismissal is hereby DENIED.

6 **IT IS SO ORDERED.**

7 Dated: May 30, 2008

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9 MAXINE M. CHESNEY  
10 United States District Judge  
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